

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

JAMES WELBY, )  
Plaintiff, ) Case No.: 4:23-cv-00698-NCC  
v. )  
STATE FARM MUTUAL )  
AUTOMOBILE INSURANCE )  
COMPANY and SECURA )  
INSURANCE COMPANY, )  
Defendants. )

**DEFENDANT STATE FARM'S STATEMENT OF FACTS IN SUPPORT OF ITS  
MOTION FOR PARTIAL SUMMARY JUDGMENT**

COMES NOW Defendant State Farm Mutual Automobile Insurance Company, by and through its attorneys, and for its Statement of Undisputed Facts states as follows:

1. SECURA's insurance policy #20-A-003246211-6 ("the SECURA policy") was in full force and effect on June 10, 2017. (Ex. A, SECURA's Answers to Plaintiff's interrogatories, # 3).
  2. The SECURA policy identified "Two Mikes Catering, LLC" as its named insured. (Ex. B, the SECURA policy, Bates 14).
  3. The SECURA policy contains \$1,000,000 of underinsured motor vehicle coverage subject to the terms and conditions of the policy. (Ex. B, Bates 8).
  4. The SECURA policy specifically identifies a 2012 Ford E-150 Cargo with VIN 1FTNE1EW3CDB17126 ("the 2012 Ford E-150") as a "Covered Auto You Own." (Ex. B, Bates 10).

5. Plaintiff was driving the 2012 Ford E-150 at the time of the collision. (Ex. C, SECURA's Answers to State Farm's Interrogatories).

6. The 2012 Ford E-150 was owned by Two Mikes Catering, LLC. (Ex. C).

7. State Farm Policy 156 1679-C12-25A ("State Farm policy") was in full force and effect on June 10, 2017. (Ex. D, State Farm policy, Bates 340).

8. The State Farm policy identified a 2007 Ford Edge as "Your Car" on the Declarations Page and "Welby Melissa & James" as the Named Insured. (Ex. D, Bates 379).

9. The State Farm policy contains the following Other Insurance Clause in its underinsured motor vehicle coverage section:

**If Other Underinsured Motor Vehicle Coverage Applies**

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2. The Underinsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your car*.

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10. The policy then goes on to state: "3. Except as provided in 2. above, the Underinsured Motor Vehicle Coverage provided by this policy applies as excess coverage."

11. The SECURA policy contains an Other Insurance clause in its underinsured motor vehicle endorsement which states:

If there is other applicable insurance available under one or more policies or provisions of coverage:

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b. Subject to all other provisions of this policy...any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis. (Ex. B, Bates 63).

**/s/ James A. Wilke**  
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**CERTIFICATE OF SERVICE**

I hereby certify that I signed the original of this document and that the signed original will be maintained for a period of time not less than the maximum time allowed to complete the appellate process. I hereby certify that on November 7, 2023 the foregoing was filed electronically with the Clerk of Court to be served via operation of the court's electronic filing system to the following:

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**/s/ James A. Wilke**

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